

# **BASIC ORDERING AGREEMENT**

**BETWEEN**

**VWR INTERNATIONAL**

**AND**

**UNIVERSITY OF CALIFORNIA  
LAWRENCE LIVERMORE NATIONAL LABORATORY**

**On Behalf of ICPT for  
The Department of Energy**

## **BASIC ORDERING AGREEMENT NO. LLNL-BOA-2002-002**

This Basic Ordering Agreement (BOA) between VWR International (hereinafter called "Seller") and University of California (hereinafter called "University") on behalf of the Department of Energy (DOE) is to provide Laboratory Supplies and associated services (hereinafter called "Supplies") to the DOE, its Management and Operating (M&O) Contractors, Management and Integrating (M&I) Contractors, and designated affiliates in accordance with the following:

1. The Supplies offered under this Agreement are purchased in accordance with ARTICLE 1, STATEMENT OF WORK.
2. Pricing under this Agreement is in accordance with ATTACHMENT A, MASTER DISCOUNT SCHEDULE.
3. Specific F.O.B. point parameters are identified in ATTACHMENT B, FREIGHT GUIDELINES.
3. General Terms and Conditions dated 05/01 are included in ATTACHMENT C, and are incorporated herein.
4. This Agreement is for the DOE and those Contractors and designated affiliates named in ATTACHMENT D.

The parties agree that the DOE or any entity having a prime contract with the DOE awarded pursuant to Federal Acquisition Regulation (FAR) Subpart 17.6 and Department of Energy Acquisition Regulation (DEAR) Subpart 917.60 (collectively hereinafter called "Contractor"), may place orders under this BOA and receive the appropriate, discounted price. This may also include any DOE Contractor specified lower-tier subcontractors providing supplies or services in direct support of a prime contract.

This BOA is a written instrument of understanding that contains: (1) terms and conditions applying to future subcontracts/agreements and orders between the parties during its term, (2) a description of products and services to be provided, and (3) methods for pricing, issuing, and delivery under future subcontracts/agreements.

#### **ARTICLE 1 – STATEMENT OF WORK**

The Seller shall provide laboratory supplies and associated services (hereinafter called “Supplies”) in accordance with the discounts identified in ATTACHMENT A, MASTER DISCOUNT SCHEDULE.

#### **ARTICLE 2 – TERM OF AGREEMENT**

All orders placed hereunder shall reference the number of this ICPT BOA (Agreement No. LLNL-2000-BOA-002) and the site-specific order number as required by the specific Contractor site. The effective term of this Agreement is five years, commencing on May 1, 2003 through and including April 30, 2008.

Upon expiration of the Agreement, the University reserves the right to extend the term for up to five additional one-year option periods. Pricing for all additional one-year option period(s), will be negotiated at the time the option(s) is (are) exercised. The University will exercise its option by issuance of a written bilateral Modification to this Agreement. Such modification shall be subject to all provisions of this Agreement.

The Seller shall continue performance after the expiration date to complete any outstanding orders. However, the Seller shall not accept any new orders under this Agreement after the expiration date.

#### **ARTICLE 3 – USAGE**

This BOA is not a mandatory source of supply to the DOE complex. The University neither implies nor guarantees a specific quantity or level of purchases resulting from this BOA and expressly reserves the right, at its sole discretion, to obtain the referenced Supplies from other sources.

However, this BOA is made available to, and is encouraged for use by, any Contractor and any approved lower-tier subcontractor, within the DOE complex. A listing of the designated DOE Contractors and designated affiliates can be found on ATTACHMENT D. Note that this list does not include any site specific lower-tier subcontractors.

#### **ARTICLE 4 – PRICING TERMS**

The Supplies shall be furnished at the fixed discounts identified in ATTACHMENT A, MASTER DISCOUNT SCHEDULE. All of the Sellers packaging permits and related handling costs shall be included in the price for the Supplies.

The discounts identified in ATTACHMENT A, MASTER DISCOUNT SHCEDULE, shall remain fixed through January 31, 2004. For every year thereafter, through the expiration date of this Agreement, the Seller shall provide the BOA Procurement Administrator with an updated discount schedule no later than February 1<sup>st</sup> with the identified discounts effective through January 31<sup>st</sup> of the following year.

The University will consider revisions to the Master Discount Schedule on a semi-annual basis beginning no earlier than February 1, 2004. In the event a discount is decreased, the Seller shall provide a written justification for such change in sufficient detail to allow the BOA Procurement Administrator to determine the reasonableness of the request. An increase in the discount does not require any formal request and/or justification.

A justification requesting a decrease in the discount attributable to increased manufacturers pricing shall include manufacturer's documentation substantiating the proposed price increase. This documentation may include invoices, written notification from the manufacturer of price or trade discount changes, revised manufacturer's price lists, etc. All approved changes will be incorporated by issuance of a written modification to this Agreement.

Once established, the discounts will not be subject to change unless the net price for any item falls below Seller's cost. The price for that item will then be priced at Seller's cost plus 8.0%.

**Electronic Order Placement Pricing:**

For all orders placed electronically, the Seller agrees to apply an additional .006% discount to the then current discount for that particular category code as identified in the Master Discount Schedule. This additional discount applies to all orders placed electronically, regardless of the volume and/or value of orders placed in this manner. The additional discount does not apply to those electronic orders placed through a small business Authorized Dealer.

**ARTICLE 5 – ORDER PLACEMENT**

As Contractor sites differ, so do the methods in which they may procure the Supplies. A Contractor may issue a Blanket Purchase Agreement, individual Purchase Orders, Credit Card Transactions, or Electronic Orders for the referenced Supplies, all of which are based upon pricing negotiated in accordance with this Agreement. All transactions shall be direct-billed to each Contractor site accordingly. Each Contractor site shall coordinate ordering logistics with the Seller.

**ARTICLE 6 –ELECTRONIC COMMERCE**

Upon request, the Seller shall collaborate with each individual DOE Contractor Site, to secure the site requirements and timeframe for establishing electronic web-based tools for conducting business electronically. This shall include but is not limited to a secure on-line ordering store, multi-level approval controls, real-time order status, interactive order processing, full color complete catalogs, technical product information, customized catalogs, implementation of business rules, customized ordering, on-line order status, order confirmation, on-line searches, web requisitioning for non-catalog items and on-line report functionality.

## **ARTICLE 7 - SMALL BUSINESS SUBCONTRACTING**

As requested by a specific Contractor site, the Seller agrees to offer the Supplies through local small business resellers on an Authorized Dealer basis. The discounts incorporated into this Agreement shall be a basis for pricing under these relationships, and any additional mark-up, if any, shall be negotiated independently of this Agreement.

## **ARTICLE 8 - DELIVERY**

With the exception of DOT-regulated hazardous chemicals which require additional shipping time, all orders received by 12:00 PM PST Monday thru Friday are to be shipped the same business day, with next business day delivery. Orders placed after 12:00 PM PST shall be delivered within 24-48 hours depending upon product availability.

The Supplies shall be shipped in accordance with ATTACHMENT B, FREIGHT GUIDELINES.

## **ARTICLE 9 – PAYMENT**

Upon receipt of supplies, the Seller shall be capable of accepting payment in the following methods: Credit Card Payment, Pay-By Receipt (PBR) and Electronic Funds Transfer (EFT).

Payment Terms: Net 30 Days

## **ARTICLE 10 - RESTOCKING FEES**

The Seller shall not charge restocking fees or handling charges on returns of VWR stocked products in the VWR Regional Distribution Centers. Restocking charges may apply for customer specific inventory.

## **ARTICLE 11 – REPORTING REQUIREMENTS**

The Seller shall submit the following reports to the BOA Procurement Administrator on a quarterly basis, or as requested to facilitate DOE objectives:

- Cumulative DOE Complex cost savings between list price and negotiated discount.
- Cumulative expenditures for each DOE Contractor site.
- Usage and trend analysis across the DOE Complex, and/or by each individual Contractor site.
- Method of order placement across the complex, i.e. manual or electronic and the associated cost savings for placing orders electronically.

## **ARTICLE 12 – COORDINATION AND ADMINISTRATION**

The Procurement Administrator for this BOA is:

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Kristin S. Ruley, Sr. Contract Administrator  
University of California  
Lawrence Livermore National Laboratory  
PO Box 5012, L-650  
Livermore, CA 94551  
(925) 424-3341  
(925) 423-7226  
[ruley1@llnl.gov](mailto:ruley1@llnl.gov)

All matters relating to the administration, performance and interpretation of this Agreement shall be referred to the BOA Procurement Administrator. The Seller shall direct all correspondence for approval in writing to the BOA Procurement Administrator. The BOA Procurement Administrator will issue any notices or approvals in writing to the Seller.

The Seller's Procurement Administrator is:

Bob Shannon, Region Manager Pacific Area  
3745 Bayshore Blvd., Suite D  
Brisbane, CA 94005  
415-330-4228  
415-330-4160  
[bob\\_shannon@vwr.com](mailto:bob_shannon@vwr.com)

### **ARTICLE 13 - SITE-SPECIFIC TERMS AND CONDITIONS**


The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own site-specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

### **ARTICLE 14 - INCORPORATED DOCUMENTS**

ATTACHMENT A - MASTER DISCOUNT SCHEDULE, 05/03  
ATTACHMENT B - FREIGHT GUIDELINES  
ATTACHMENT C - GENERAL TERMS AND CONDITIONS, 05/01  
ATTACHMENT D - LIST OF AUTHORIZED M&O/M&I CONTRACTORS

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of the signatures below.

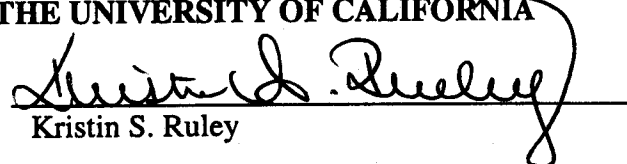
VWR SCIENTIFIC

BY:   
Bob Shannon

TITLE: Region Manager Pacific Area,  
ICPT Pricing Manager

DATE: 7/24/03

THE REGENTS OF  
THE UNIVERSITY OF CALIFORNIA

BY:   
Kristin S. Ruley

TITLE: Sr. Subcontract Administrator  
LLNL Procurement & Materiel

DATE: 4/22/03